

REMARKS

Claims 1, 3, 4 and 12 are pending in this application. By this Amendment, claims 1 and 12 are amended. The amendments introduce no new matter because they are supported by at least paragraph [0038] of the specification, as originally filed. Claim 12 is provisionally withdrawn from consideration. Reconsideration of the application based on the above amendments and the following remarks is respectfully requested.

The Office Action, in paragraph 2, indicates that claim 12 remains withdrawn from consideration. Applicants respectfully request that, upon finding independent claim 1 allowable, claim 12, acknowledged by a previous Office Action as constituting a combination claim, be rejoined and allowed.

The Office Action, in paragraphs 3 and 4, rejects claims 1, 3 and 4 under 35 U.S.C. § 112, second paragraph, as being indefinite. This rejection is respectfully traversed.

The Office Action asserts that the term recited in claim 1, *i.e.*, in an unvulcanized state, seems intended to refer to the carcass band, but the Office Action indicates that it could be read as referring to the state of the strip. Applicants respectfully submit that, when read in context of the entire claim, such ambiguity does not exist. Specifically, claim 1 recites successfully winding and joining an unvulcanized rubber strip. It would, therefore, be redundant to recite in an unvulcanized state to refer to the unvulcanized rubber strip. The language "in an unvulcanized state" refers to the carcass band. The above being stated, however, and in an effort to expedite further prosecution of this application, Applicants voluntarily amend claim 1 to remove any alleged ambiguity and/or indefiniteness.

Accordingly, reconsideration and withdrawal of the rejection of claims 1, 3 and 4 under 35 U.S.C. § 112, second paragraph, are respectfully requested.

The Office Action, in paragraph 6, rejects claims 1, 3 and 4 under 35 U.S.C. § 102(b) as being anticipated by or, in the alternative, under 35 U.S.C. § 103(a) as obvious over, U.S.

Patent No. 4,279,683 to Landsness or DE 191831 747 A1 to Continental (or U.S. equivalent Patent, U.S. Patent No. 6,923,879 to Blickwedel et al., hereinafter "Continental/Blickwedel", all references in this reply will cite to appropriate passages from the disclosure of Blickwedel) alone, or either of these references taken further in view of U.S. Patent No. 5,380,384 to Tokunaga et al. (hereinafter "Tokunaga"). These rejections are respectfully traversed.

Claim 1 recites, among other features, successively winding and joining an unvulcanized rubber strip not under tension onto an outer peripheral surface of the expanded carcass band, the carcass band being in an unvulcanized state, such that for each turn, a previously wound strip is superimposed at least partially by a successively wound strip, to form at least one tire constitutive member, wherein the rubber strip has a cross-section that is determined depending on the shape of the tire constitutive member to be formed.

At the outset Applicants note that the September 12, 2005 Office Action states, in paragraph 7, that, based on Applicants arguments filed on June 13, 2005. "The rejection over Landsness has however been withdrawn as being less relevant than the other applied art." The Final Rejection mailed on February 23, 2006 does not even mention Landsness. This Office Action, however, indicates that Landsness "previously applied and now reapplied in view of the amendments to the claims" is asserted to disclose many of the features positively recited in the pending claims. In this regard, Applicants reassert all of the arguments previously made over the Landsness reference throughout prosecution of this application.

Additionally, Landsness specifically discloses that "the flat ribbon 15 is stretched as it is wound onto the drum effecting a positive inherence to the green tire and filling boards completely as shown in Fig. 6" (col. 3, lines 49-52). For at least this reason, Landsness cannot reasonably be considered to teach, or to have suggested, successively winding and joining an unvulcanized rubber strip not under tension onto outer peripheral surface of the expanded carcass band. With regard to the assertion that Tokunaga may be applied to

overcome any shortfall in the application of Landsness to the subject matter of the pending claims, Applicants believe that Tokunaga is not combinable in Landsness in the manner suggested because Landsness applies the strip to a green tire while Tokunaga discusses applying only a BT band onto a carcass body that has expanded and torroidally shaped by a bladder. The reliance on Tokunaga to allegedly show what is well known in the art does not necessarily imply that the reference would be combinable with Landsness in the manner suggested.

Continental/Blickwedel discloses a method for producing a tire that includes a stepwise buildup of the tire, the rubber of the tire sidewalls being applied as an extruded rubber strip (Abstract). Continental/Blickwedel teaches that the sidewall rubber of the tire is applied as an extruded rubber strip in the form of a spiral having several mutually adjacent or at least partially overlapping windings on the sides of the carcass (col. 3, lines 18-21), and refers to "a method for manufacturing tires wherein ... a thickening because of overlapping does not occur" (col. 3, lines 5-10). It is clear from the figures in this application that neighboring turns of the rubber strip are superimposed on each other in order to obtain a predetermined thickness of the tire constitutive member. As such, Continental/Blickwedel does not teach that the features positively recited in the claims. Further, Tokunaga is not applied in a manner that would overcome the shortfall on the application of Continental/Blickwedel to the features positively recited in independent claim 1.

Tokunaga, as indicated above, is applied only to bolster the position that a preliminary step to the above of radially outwardly expanding a cylindrical carcass is a conventional tire building step. Because such an alleged disclosure, however, does nothing to cure the shortfall in the application of Continental/Blickwedel to render obvious the above-discussed features from claim 1, even the combinations of the applied references cannot reasonably be read to have suggested the combination of all of the features positively recited in claim 1.

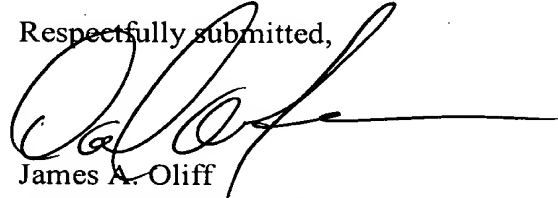
For at least the above reasons, Landsness or Continental/Blickwedel, even when taken in combination with Tokunaga, cannot reasonably be considered to teach, or to have suggested, the combination of all of the features positively recited in independent claim 1. Further, the claims 3 and 4 are also not suggested by any combination of the applied references for at least the dependence of these claims on independent claim 1, as well as for the separately patentable subject matter that each of these claims recites. Claim 12 recites a similar feature, and as such is also not suggested by any combination of the above prior art references.

Accordingly, reconsideration and withdrawal of the rejections of claims 1, 3 and 4 under 35 U.S.C. §102(b) as being anticipated by or, in the alternative, under 35 U.S.C. §103(a) as being obvious over, the applied references are respectfully requested.

In view of the foregoing, Applicants respectfully submit that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1, 3, 4 and 12 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the Applicants' undersigned representative at the telephone number set forth below.

Respectfully submitted,



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Attachment:
Petition for Extension of Time

JAO:DAT/cfr

Date: April 16, 2007

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